

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)
) SITTING IN: _____

JAMAR THOMPSON,)
)
 Plaintiff,)
)
-vs-) CAUSE NO.:
)
LOVE'S TRAVEL STOP #417;)
LOVE'S TRAVEL STOPS &)
COUNTRY STORES, INC.,)
Individually, and d/b/a LOVE'S)
TRAVEL STOP #417; LOVE'S)
SOLUTIONS, LLC, Individually,)
and d/b/a LOVE'S TRAVEL STOP)
#417; and LOVE'S TRUCK)
SOLUTIONS, LLC, Individually,)
And d/b/a LOVE'S TRAVEL STOP)
#417;)
)
 Defendants.)

COMPLAINT FOR DAMAGES AND JURY DEMAND

COMES NOW the Plaintiff, JAMAR THOMPSON, by counsel, Jason R. Moseley, Miguel F. Martinez, Codey L. Spear, and James A. Hoffman of the LAW OFFICES OF MOSELEY & MARTINEZ, LLC, and for his cause of action against the Defendants, LOVE'S TRAVEL STOP #417; LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., Individually, and d/b/a LOVE'S TRAVEL STOP #417; LOVE'S SOLUTIONS, LLC, Individually, and d/b/a LOVE'S TRAVEL STOP #417; and LOVE'S TRUCK SOLUTIONS, LLC, Individually, and d/b/a LOVE'S TRAVEL STOP #417; alleges and states as follows:

1. At all relevant times herein, Plaintiff JAMAR THOMPSON was a resident of Gary, Lake County, Indiana.

2. At all relevant times herein, Defendant LOVE’S TRAVEL STOP #417, was a for-profit entity operating as a business engaged in “providing professional truck drivers and motorists with 24-hour access to clean and safe places to purchase gasoline, diesel fuel, Compressed Natural Gas (CNG), travel items, electronics, snacks, restaurant offerings, and more.”
3. At all relevant times herein, Defendant LOVE’S TRAVEL STOPS & COUNTRY STORES, INC., Individually, and d/b/a LOVE’S TRAVEL STOP #417 was an Oklahoma Corporation operating for-profit in the business of “providing professional truck drivers and motorists with 24-hour access to clean and safe places to purchase gasoline, diesel fuel, Compressed Natural Gas (CNG), travel items, electronics, snacks, restaurant offerings, and more.”
4. At all relevant times herein, Defendant LOVE’S SOLUTIONS, LLC, Individually, and d/b/a LOVE’S TRAVEL STOP #417 was an Oklahoma Corporation operating for-profit in the business of “providing professional truck drivers and motorists with 24-hour access to clean and safe places to purchase gasoline, diesel fuel, Compressed Natural Gas (CNG), travel items, electronics, snacks, restaurant offerings, and more.”
5. At all relevant times herein, Defendant LOVE’S TRUCK SOLUTIONS, LLC, Individually, and d/b/a LOVE’S TRAVEL STOP #417 was an Oklahoma Corporation operating for-profit in the business of “providing professional truck drivers and motorists with 24-hour access to clean and safe places to purchase gasoline, diesel fuel, Compressed Natural Gas (CNG), travel items, electronics, snacks, restaurant offerings, and more.”

6. At all relevant times herein, Defendant(s) LOVE'S TRAVEL STOP #417; LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., Individually, and d/b/a LOVE'S TRAVEL STOP #417; LOVE'S SOLUTIONS, LLC, Individually, and d/b/a LOVE'S TRAVEL STOP #417; and/or LOVE'S TRUCK SOLUTIONS, LLC, Individually, and d/b/a LOVE'S TRAVEL STOP #417; was the owner, lessor, occupier, or otherwise had control over a certain premises located at 3150 Grant Street, Gary, IN 46408, operating as Love's Travel Stop.
7. On January 27, 2019, Plaintiff JAMAR THOMPSON was a business invitee on the premises described in rhetorical paragraph six (6).
8. While an invitee on the premises, Plaintiff JAMAR THOMPSON was struck on top of the head by a large metal pole that is used in the loading/unloading of deliveries of goods sold at Love's Travel Stop #417. The large metal pole was left unsecured by staff of Love's Travel Stop #417.
9. On January 27, 2019 and at all relevant times, Defendant(s) LOVE'S TRAVEL STOP #417; LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., Individually, and d/b/a LOVE'S TRAVEL STOP #417; LOVE'S SOLUTIONS, LLC, Individually, and d/b/a LOVE'S TRAVEL STOP #417; and/or LOVE'S TRUCK SOLUTIONS, LLC, Individually, and d/b/a LOVE'S TRAVEL STOP #417; had a duty to: maintain its premises in a reasonably safe condition in order to prevent injury; warn its invitees such as Plaintiff of latent dangers; assure reasonable safety protocols are abided by; take reasonable measures to inspect and maintain the premises; and protect business invitees such as Plaintiff from such dangers and hazards.

10. Defendant(s) and/or agents of LOVE'S TRAVEL STOP #417; LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., Individually, and d/b/a LOVE'S TRAVEL STOP #417; LOVE'S SOLUTIONS, LLC, Individually, and d/b/a LOVE'S TRAVEL STOP #417; and/or LOVE'S TRUCK SOLUTIONS, LLC, Individually, and d/b/a LOVE'S TRAVEL STOP #417; were careless and negligent in the following manner, including but not limited to:
 - a. They knew or should have known by the exercise of reasonable care of the condition, to wit the unsecured steel pole, in its negligent maintenance of fixtures and/or tools on the "Premises", or in its negligent method of operation, and should have corrected the condition;
 - b. Failed to exercise reasonable care to protect JAMAR THOMPSON against dangerous conditions on the premises;
 - c. Knowingly allowed a dangerous condition to exist by permitting or otherwise ignoring the unsecured steel pole and/or other unsafe conditions that existed on the premises;
 - d. Failed to issue and or post warnings, either verbal or visual of the potentially dangerous condition that existed the premises;
 - e. Failed to use reasonable care in the inspection, maintenance and upkeep of the premises; and
 - g. Failed to keep and follow appropriate procedures for maintenance and safety protocols regarding general maintenance, repairs, cleaning and or other services on the premises and/or the areas around the premises.
11. As a direct and proximate result of the Defendants' negligent and careless acts, the Plaintiff has: sustained severe personal injuries; has been prevented from or interfered with the ability to engage in normal family, recreational, and social activities; has been disabled; incurred substantial expenses for medical care and treatment; and has been caused to endure physical and mental pain and suffering which will continue into his future; and has been otherwise damaged.

WHEREFORE, Plaintiff, JAMAR THOMPSON, by counsel, Jason R. Moseley, Miguel F. Martinez, Codey L. Spear, and James A. Hoffman of the LAW OFFICES OF MOSELEY & MARTINEZ, LLC, pray for judgment against the Defendants, LOVE’S TRAVEL STOP #417; LOVE’S TRAVEL STOPS & COUNTRY STORES, INC., Individually, and d/b/a LOVE’S TRAVEL STOP #417; LOVE’S SOLUTIONS, LLC, Individually, and d/b/a LOVE’S TRAVEL STOP #417; and/or LOVE’S TRUCK SOLUTIONS, LLC, Individually, and d/b/a LOVE’S TRAVEL STOP #417; in an amount sufficient to compensate the Plaintiff for his damages and injuries, for the costs of this action, and for all other just and proper relief in the premises.

Respectfully submitted,

Law Offices of Moseley & Martinez, LLC

/s/ Jason R. Moseley

Jason R. Moseley, # 29397-45

Attorney for Plaintiff

/s/ Miguel F. Martinez

Miguel F. Martinez, #29012-49

Attorney for Plaintiff

/s/ Codey L. Spear

Codey L. Spear, # 34380-64

Attorney for Plaintiff

/s/ James A. Hoffman

James A. Hoffman, #35252-64

Attorney for Plaintiff

JURY DEMAND

COMES NOW the Plaintiff, by counsel, and hereby demands a trial by jury on all issues presented by way of this litigation.

Respectfully submitted,

Law Offices of Moseley & Martinez, LLC

/s/ Jason R. Moseley

Jason R. Moseley, #29397-45

Attorney for Plaintiff

/s/ Miguel F. Martinez

Miguel F. Martinez, #29012-49

Attorney for Plaintiff

/s/ Codey L. Spear

Codey L. Spear, #34380-64

Attorney for Plaintiff

/s/ James A. Hoffman

James A. Hoffman, #35252-64

Attorney for Plaintiff

LAW OFFICES OF MOSELEY & MARTINEZ, LLC

Jason R. Moseley, # 29397-45

Miguel F. Martinez, #29012-49

Codey L. Spear, #34380-64

James A. Hoffman, #35252-64

8002 Utah Street

Merrillville, Indiana 46410

219-472-8391